

AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT
LEASE, SALE AND LEASE BACK AGREEMENT **APR 9 1978 1 22 PM**
ASSIGNMENT OF LEASE AND AGREEMENT **INTERSTATE COMMERCE COMMISSION**

THIS AMENDMENT, dated as of December 31, 1975, among (i) NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Railroad"), (ii) FEDERAL FINANCING BANK, an instrumentality of the United States of America created under the Federal Financing Bank Act of 1973, (iii) SEATTLE-FIRST NATIONAL BANK, as Trustee (the "Trustee") under the Trust Agreement dated as of May 1, 1975, and (iv) GENERAL ELECTRIC COMPANY, a New York corporation (the "Builder").

W I T N E S S E T H :

WHEREAS, pursuant to a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of June 1, 1975, Builder agreed to manufacture and sell to the Railroad and the Railroad agreed to purchase from Builder 25 diesel electric locomotives (collectively the "Locomotives").

WHEREAS, pursuant to an Agreement and Assignment (herein the "Agreement and Assignment") dated as of June 1, 1975, between Builder and Federal Financing Bank, Builder assigned to Federal Financing Bank all its right, title and interest in and to each of the Locomotives when delivered subject to payment of amounts specified in said Agreement and Assignment and all its right, title and interest in and to the Conditional Sale Agreement.

WHEREAS, pursuant to a Sale and Lease Back Agreement (the "Sale and Lease Back Agreement") dated as of June 1, 1975 between the Trustee and the Railroad, Trustee agreed to purchase the Locomotives from the Railroad;

WHEREAS, pursuant to an Equipment Lease (the "Equipment Lease") dated as of June 1, 1975 between Trustee and Railroad, Trustee agreed to lease the Locomotives to Railroad;

WHEREAS, pursuant to an Assignment of Lease and Agreement (herein the "Assignment of Lease and Agreement") dated as of June 1, 1975, between Trustee and Federal Financing Bank, Trustee assigned its right, title and interest as Lessor under the Equipment Lease to Federal Financing Bank subject to Trustee's rights to exercise its rights, powers and privileges under said Lease provided there has been no default under the Conditional Sale Agreement or the Equipment Lease;

WHEREAS, pursuant to a Guarantee Agreement (the "Guaranty Agreement") dated July 16, 1975 among the Deputy Federal Railroad Administrator of the Federal Railroad Administration (the "Deputy Administrator"), Trustee and Federal Financing Bank, the Deputy Administrator guaranteed the conditional sale indebtedness and certain obligations under the Equipment Lease;

WHEREAS, pursuant to a Trust Agreement dated as of May 1, 1975 (hereinafter the "Trust Agreement") among the Trustors and the Trustee, the Trustee is authorized to amend any of the above-described documents to which it is a party upon the written

consent of all Trustors;

WHEREAS, prior to December 31, 1975, the Term Lease Commencement Date under the Equipment Lease, 24 of the 25 Locomotives were delivered and leased to Railroad;

AND WHEREAS, the parties hereto desire to amend the documents to which they are parties or which require their approval in order to bring the 25th Locomotive (hereinafter the "Locomotive") under the transaction evidenced by the above-described documents (hereinafter referred to collectively as the "Documents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

A. Capacity of the Parties.

1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.

2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale Agreement and the Sale and Lease Back Agreement.

3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

4. The Builder shall execute this Amendment in its capacity as a party to the Conditional Sale Agreement.

B. Amendment to the Equipment Lease.

1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.

2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:

a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.

b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.

3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.

4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.

5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

D. Amendment of the Conditional Sale Agreement.

1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.

E. Amendment to the Sale and Lease Back Agreement.

1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his earlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

SEATTLE-FIRST NATIONAL BANK,
Trustee

ATTEST:

By _____
Its _____

NATIONAL RAILROAD PASSENGER CORPORATION

By *Don H. Brazier*
Its _____

ATTEST:

Elipe G. Warden

FEDERAL FINANCING BANK

By _____
Its _____

ATTEST:

GENERAL ELECTRIC COMPANY

By _____
Its _____

ATTEST:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of SEATTLE-FIRST NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

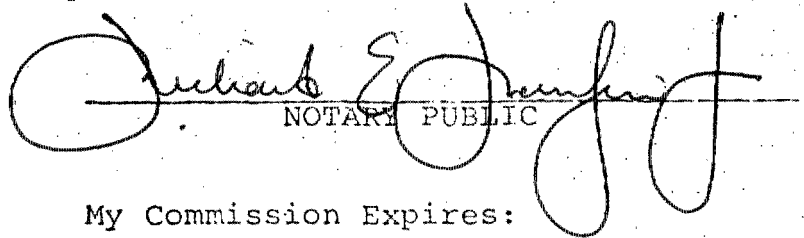
NOTARY PUBLIC

My Commission Expires:

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this 8th day of April, 1976, before me personally appeared DON. R. Brazier, to me personally known, who being by me duly sworn, says that he is an authorized officer of NATIONAL RAILROAD PASSENGER CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 30, 1980

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an authorized officer of FEDERAL FINANCING BANK; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires:

[Seal]

COMMONWEALTH OF)
PENNSYLVANIA) ss.
COUNTY OF ERIE)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC in and for the Commonwealth of Pennsylvania, residing at _____

My commission expires _____

[Seal]

EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

WHEREAS, Seattle-First National Bank, National Railroad Passenger Corporation and Federal Financing Bank are entering into an Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Leaseback Agreement and Assignment of Lease and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

FEDERAL RAILROAD ADMINISTRATION

By _____
Federal Railroad Administrator

ATTEST:

STATE OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA.)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the Administrator of the Federal Railroad Administration; that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

NOTARY PUBLIC
District of Columbia

My Commission Expires:

[Seal]

AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT
LEASE, ~~SALE AND LEASE BACK AGREEMENT~~ AND
ASSIGNMENT OF LEASE AND AGREEMENT

THIS AMENDMENT, dated as of December 31, 1975, among (i) NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Railroad"), (ii) FEDERAL FINANCING BANK, an instrumentality of the United States of America created under the Federal Financing Bank Act of 1973, (iii) SEATTLE-FIRST NATIONAL BANK, as Trustee (the "Trustee") under the Trust Agreement dated as of May 1, 1975, and (iv) GENERAL ELECTRIC COMPANY, a New York corporation (the "Builder").

W I T N E S S E T H :

WHEREAS, pursuant to a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of June 1, 1975, Builder agreed to manufacture and sell to the Railroad and the Railroad agreed to purchase from Builder 25 diesel electric locomotives (collectively the "Locomotives").

WHEREAS, pursuant to an Agreement and Assignment (herein the "Agreement and Assignment") dated as of June 1, 1975, between Builder and Federal Financing Bank, Builder assigned to Federal Financing Bank all its right, title and interest in and to each of the Locomotives when delivered subject to payment of amounts specified in said Agreement and Assignment and all its right, title and interest in and to the Conditional Sale Agreement.

WHEREAS, pursuant to a Sale and Lease Back Agreement (the "Sale and Lease Back Agreement") dated as of June 1, 1975 between the Trustee and the Railroad, Trustee agreed to purchase the Locomotives from the Railroad;

WHEREAS, pursuant to an Equipment Lease (the "Equipment Lease") dated as of June 1, 1975 between Trustee and Railroad, Trustee agreed to lease the Locomotives to Railroad;

WHEREAS, pursuant to an Assignment of Lease and Agreement (herein the "Assignment of Lease and Agreement") dated as of June 1, 1975, between Trustee and Federal Financing Bank, Trustee assigned its right, title and interest as Lessor under the Equipment Lease to Federal Financing Bank subject to Trustee's rights to exercise its rights, powers and privileges under said Lease provided there has been no default under the Conditional Sale Agreement or the Equipment Lease;

WHEREAS, pursuant to a Guarantee Agreement (the "Guaranty Agreement") dated July 16, 1975 among the Deputy Federal Railroad Administrator of the Federal Railroad Administration (the "Deputy Administrator"), Trustee and Federal Financing Bank, the Deputy Administrator guaranteed the conditional sale indebtedness and certain obligations under the Equipment Lease;

WHEREAS, pursuant to a Trust Agreement dated as of May 1, 1975 (hereinafter the "Trust Agreement") among the Trustors and the Trustee, the Trustee is authorized to amend any of the above-described documents to which it is a party upon the written

consent of all Trustors;

WHEREAS, prior to December 31, 1975, the Term Lease Commencement Date under the Equipment Lease, 24 of the 25 Locomotives were delivered and leased to Railroad;

AND WHEREAS, the parties hereto desire to amend the documents to which they are parties or which require their approval in order to bring the 25th Locomotive (hereinafter the "Locomotive") under the transaction evidenced by the above-described documents (hereinafter referred to collectively as the "Documents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

A. Capacity of the Parties.

1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.

2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale Agreement and the Sale and Lease Back Agreement.

3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

4. The Builder shall execute this Amendment in its capacity as a party to the Conditional Sale Agreement.

B. Amendment to the Equipment Lease.

1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.

2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:

a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.

b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.

3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.

4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.

5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

D. Amendment of the Conditional Sale Agreement.

1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.

E. Amendment to the Sale and Lease Back Agreement.

1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his earlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

SEATTLE-FIRST NATIONAL BANK,
Trustee

ATTEST:

By _____
Its _____

NATIONAL RAILROAD PASSENGER CORPORATION

By _____
Its _____

ATTEST:

FEDERAL FINANCING BANK

By John M. Fahn
Its _____

ATTEST:

Richard W. [Signature]

GENERAL ELECTRIC COMPANY

By _____
Its _____

ATTEST:

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of SEATTLE-FIRST NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

NOTARY PUBLIC

My Commission Expires:

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an authorized officer of NATIONAL RAILROAD PASSENGER CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

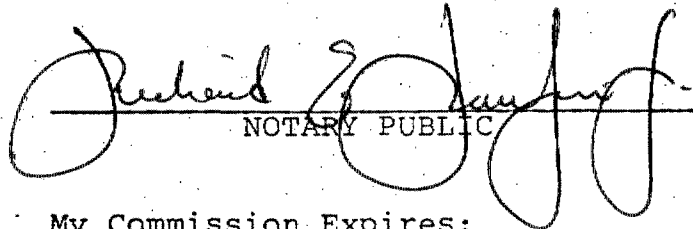
NOTARY PUBLIC

My Commission Expires:

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this 8th day of April, 1976, before me personally appeared RALPH M. FORBES, to me personally known, who being by me duly sworn, says that he is an authorized officer of FEDERAL FINANCING BANK; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC

My Commission Expires:

[Seal]

My Commission Expires September 30, 1980

COMMONWEALTH OF)
PENNSYLVANIA) ss.
COUNTY OF ERIE)

On this ____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC in and for the Commonwealth of Pennsylvania, residing at _____

My commission expires _____

[Seal]

EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

WHEREAS, Seattle-First National Bank, National Railroad Passenger Corporation and Federal Financing Bank are entering into an Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Leaseback Agreement and Assignment of Lease and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

FEDERAL RAILROAD ADMINISTRATION

By Asaph H. Hall
Federal Railroad Administrator

ATTEST:

Christopher S. Moffitt
Council, FRA

STATE OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA.)

On this 8th day of April, 1976, before me personally appeared Asaph H. Hall, to me personally known, who, being by me duly sworn, says that he is the Administrator of the Federal Railroad Administration; that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

Richard E. [Signature]
NOTARY PUBLIC
District of Columbia

My Commission Expires:

My Commission Expires September 30, 1980

[Seal]

AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT
LEASE, SALE AND LEASE BACK AGREEMENT AND
ASSIGNMENT OF LEASE AND AGREEMENT

THIS AMENDMENT, dated as of December 31, 1975, among (i) NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Railroad"), (ii) FEDERAL FINANCING BANK, an instrumentality of the United States of America created under the Federal Financing Bank Act of 1973, (iii) SEATTLE-FIRST NATIONAL BANK, as Trustee (the "Trustee") under the Trust Agreement dated as of May 1, 1975, and (iv) GENERAL ELECTRIC COMPANY, a New York corporation (the "Builder").

W I T N E S S E T H :

WHEREAS, pursuant to a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of June 1, 1975, Builder agreed to manufacture and sell to the Railroad and the Railroad agreed to purchase from Builder 25 diesel electric locomotives (collectively the "Locomotives").

WHEREAS, pursuant to an Agreement and Assignment (herein the "Agreement and Assignment") dated as of June 1, 1975, between Builder and Federal Financing Bank, Builder assigned to Federal Financing Bank all its right, title and interest in and to each of the Locomotives when delivered subject to payment of amounts specified in said Agreement and Assignment and all its right, title and interest in and to the Conditional Sale Agreement.

WHEREAS, pursuant to a Sale and Lease Back Agreement (the "Sale and Lease Back Agreement") dated as of June 1, 1975 between the Trustee and the Railroad, Trustee agreed to purchase the Locomotives from the Railroad;

WHEREAS, pursuant to an Equipment Lease (the "Equipment Lease") dated as of June 1, 1975 between Trustee and Railroad, Trustee agreed to lease the Locomotives to Railroad;

WHEREAS, pursuant to an Assignment of Lease and Agreement (herein the "Assignment of Lease and Agreement") dated as of June 1, 1975, between Trustee and Federal Financing Bank, Trustee assigned its right, title and interest as Lessor under the Equipment Lease to Federal Financing Bank subject to Trustee's rights to exercise its rights, powers and privileges under said Lease provided there has been no default under the Conditional Sale Agreement or the Equipment Lease;

WHEREAS, pursuant to a Guarantee Agreement (the "Guaranty Agreement") dated July 16, 1975 among the Deputy Federal Railroad Administrator of the Federal Railroad Administration (the "Deputy Administrator"), Trustee and Federal Financing Bank, the Deputy Administrator guaranteed the conditional sale indebtedness and certain obligations under the Equipment Lease;

WHEREAS, pursuant to a Trust Agreement dated as of May 1, 1975 (hereinafter the "Trust Agreement") among the Trustors and the Trustee, the Trustee is authorized to amend any of the above-described documents to which it is a party upon the written

consent of all Trustees;

WHEREAS, prior to December 31, 1975, the Term Lease Commencement Date under the Equipment Lease, 24 of the 25 Locomotives were delivered and leased to Railroad;

AND WHEREAS, the parties hereto desire to amend the documents to which they are parties or which require their approval in order to bring the 25th Locomotive (hereinafter the "Locomotive") under the transaction evidenced by the above-described documents (hereinafter referred to collectively as the "Documents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

A. Capacity of the Parties.

1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.

2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale Agreement and the Sale and Lease Back Agreement.

3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

4. The Builder shall execute this Amendment in its capacity as a party to the Conditional Sale Agreement.

B. Amendment to the Equipment Lease.

1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.

2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:

a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.

b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.

3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.

4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.

5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

D. Amendment of the Conditional Sale Agreement.

1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.

E. Amendment to the Sale and Lease Back Agreement.

1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his earlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

SEATTLE-FIRST NATIONAL BANK,
Trustee

ATTEST:

By _____
Its _____

NATIONAL RAILROAD PASSENGER CORPORATION

By _____
Its _____

ATTEST:

FEDERAL FINANCING BANK

By _____
Its _____

ATTEST:

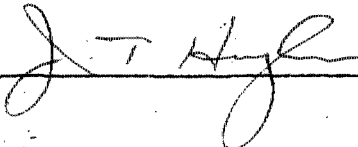
GENERAL ELECTRIC COMPANY

By  S. G. Hamilton

Its General Manager

LOCOMOTIVE DEPARTMENT

ATTEST:



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of SEATTLE-FIRST NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

NOTARY PUBLIC

My Commission Expires:

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an authorized officer of NATIONAL RAILROAD PASSENGER CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires:

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an authorized officer of FEDERAL FINANCING BANK; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires:

[Seal]

COMMONWEALTH OF)
PENNSYLVANIA) ss.
COUNTY OF ERIE)

On this 25th day of February, 1976, before me personally appeared S. G. Hamilton, to me personally known, who, being by me duly sworn, says that he is a General Mgr. of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret M. Frew
NOTARY PUBLIC in and for the Commonwealth of Pennsylvania, residing at _____

My commission expires _____

[Seal]

MARGARET M. FREW, Notary Public
Erie, Erie Co., Pa.
My Commission Expires June 7, 1976

EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

WHEREAS, Seattle-First National Bank, National Railroad Passenger Corporation and Federal Financing Bank are entering into an Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Leaseback Agreement and Assignment of Lease and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

FEDERAL RAILROAD ADMINISTRATION

By _____
Federal Railroad Administrator

ATTEST:

STATE OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA.)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the Administrator of the Federal Railroad Administration; that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

NOTARY PUBLIC
District of Columbia

My Commission Expires:

[Seal]

AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT
LEASE, SALE AND LEASE BACK AGREEMENT AND
ASSIGNMENT OF LEASE AND AGREEMENT

THIS AMENDMENT, dated as of December 31, 1975, among (i) NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Railroad"), (ii) FEDERAL FINANCING BANK, an instrumentality of the United States of America created under the Federal Financing Bank Act of 1973, (iii) SEATTLE-FIRST NATIONAL BANK, as Trustee (the "Trustee") under the Trust Agreement dated as of May 1, 1975, and (iv) GENERAL ELECTRIC COMPANY, a New York corporation (the "Builder").

W I T N E S S E T H :

WHEREAS, pursuant to a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of June 1, 1975, Builder agreed to manufacture and sell to the Railroad and the Railroad agreed to purchase from Builder 25 diesel electric locomotives (collectively the "Locomotives").

WHEREAS, pursuant to an Agreement and Assignment (herein the "Agreement and Assignment") dated as of June 1, 1975, between Builder and Federal Financing Bank, Builder assigned to Federal Financing Bank all its right, title and interest in and to each of the Locomotives when delivered subject to payment of amounts specified in said Agreement and Assignment and all its right, title and interest in and to the Conditional Sale Agreement.

WHEREAS, pursuant to a Sale and Lease Back Agreement (the "Sale and Lease Back Agreement") dated as of June 1, 1975 between the Trustee and the Railroad, Trustee agreed to purchase the Locomotives from the Railroad;

WHEREAS, pursuant to an Equipment Lease (the "Equipment Lease") dated as of June 1, 1975 between Trustee and Railroad, Trustee agreed to lease the Locomotives to Railroad;

WHEREAS, pursuant to an Assignment of Lease and Agreement (herein the "Assignment of Lease and Agreement") dated as of June 1, 1975, between Trustee and Federal Financing Bank, Trustee assigned its right, title and interest as Lessor under the Equipment Lease to Federal Financing Bank subject to Trustee's rights to exercise its rights, powers and privileges under said Lease provided there has been no default under the Conditional Sale Agreement or the Equipment Lease;

WHEREAS, pursuant to a Guarantee Agreement (the "Guaranty Agreement") dated July 16, 1975 among the Deputy Federal Railroad Administrator of the Federal Railroad Administration (the "Deputy Administrator"), Trustee and Federal Financing Bank, the Deputy Administrator guaranteed the conditional sale indebtedness and certain obligations under the Equipment Lease;

WHEREAS, pursuant to a Trust Agreement dated as of May 1, 1975 (hereinafter the "Trust Agreement") among the Trustors and the Trustee, the Trustee is authorized to amend any of the above-described documents to which it is a party upon the written

consent of all Trustors;

WHEREAS, prior to December 31, 1975, the Term Lease Commencement Date under the Equipment Lease, 24 of the 25 Locomotives were delivered and leased to Railroad;

AND WHEREAS, the parties hereto desire to amend the documents to which they are parties or which require their approval in order to bring the 25th Locomotive (hereinafter the "Locomotive") under the transaction evidenced by the above-described documents (hereinafter referred to collectively as the "Documents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

A. Capacity of the Parties.

1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.

2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale Agreement and the Sale and Lease Back Agreement.

3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

4. The Builder shall ~~execute this Amendment~~ in its capacity as a party to the Conditional Sale Agreement.

B. Amendment to the Equipment Lease.

1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.

2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:

a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.

b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.

3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.

4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.

5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

D. Amendment of the Conditional Sale Agreement.

1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.

E. Amendment to the Sale and Lease Back Agreement.

1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.

F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his earlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

SEATTLE-FIRST NATIONAL BANK,
Trustee

ATTEST:



By 
Its _____

NATIONAL RAILROAD PASSENGER CORPORATION

By _____
Its _____

ATTEST:

FEDERAL FINANCING BANK

By _____
Its _____

ATTEST:

GENERAL ELECTRIC COMPANY

By _____
Its _____

ATTEST:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13th day of February, 1976, before me personally appeared R. M. Dagg, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of SEATTLE-FIRST NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Mathel Cranfill
NOTARY PUBLIC

My Commission Expires: 2/27/79

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an authorized officer of NATIONAL RAILROAD PASSENGER CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires:

[Seal]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an authorized officer of FEDERAL FINANCING BANK; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires:

[Seal]

COMMONWEALTH OF)
PENNSYLVANIA) ss.
COUNTY OF ERIE)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC in and for the Commonwealth of Pennsylvania, residing at _____

My commission expires _____

[Seal]

EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

WHEREAS, Seattle-First National Bank, National Railroad Passenger Corporation and Federal Financing Bank are entering into an Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Leaseback Agreement and Assignment of Lease and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

FEDERAL RAILROAD ADMINISTRATION

By _____
Federal Railroad Administrator

ATTEST:

STATE OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA.)

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the Administrator of the Federal Railroad Administration; that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

NOTARY PUBLIC
District of Columbia

My Commission Expires:

[Seal]